

**OREGON FIRST BANK**

AFFILIATE OF MOORE FINANCIAL GROUP

14540

REGISTRATION NO. _____ Filed 1425

Business Banking Division
Southwest Sixth at Oak
P.O. Box 2882
Portland, Oregon 97208

December 24, 1984

JAN 14 1985 10 15 AM

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee
Interstate Commerce Commission
12th Street and Constitution Avenue, NW
Room 2303
Washington, DC 20423

Dear Ms. Lee:

Enclosed please find two notarized copies of a Note for \$123,500.00 and a Security Agreement on five tank cars built in March 1967. These cars bear the initials of MRSX 18024, MRSX 18025, MRSX 18026, MRSX 18027 and MRSX 18028 and are registered in the name of Juanita Rudeen.

Based on the above mentioned Note and Security Agreement, Oregon First Bank wishes to be shown as the lien holder on the above mentioned cars. The name should read as follows:

Oregon First Bank
Business Banking Division
P. O. Box 2882
Portland, OR 97208

We have enclosed the \$10.00 fee for this transaction.

If you have any questions in this matter or if I can be of assistance in any way, please do not hesitate to call me. I can be reached at (503) 248-6640.

Sincerely,

Penny Kirk
Vice President

PK/dc



AFFILIATE OF MOORE FINANCIAL GROUP

RECORDATION NO. 14540 Filed 1425

JAN 14 1985 - 10 15 AM

Section 1. Grant and Related Data.

1.1 _____ Juanita Rudeen INTERSTATE COMMERCE COMMISSION
(Name)
11710 N. E. Fargo Court Portland Oregon 97020
(No. and Street) (City or Town) (State)

Hereinafter called the Debtor, hereby grants to OREGON FIRST BANK (a State Chartered Bank), hereinafter called the Secured Party, a security interest in the following described personal property:

5 tank cars built 3-67 Tank Pressure Dot Class
112J340 AAA Car Type code T389, Car initials
and numbers: MRSX 18024, MRSX 18025, MRSX 18026,
MSRX 18027 and MRSX 18028. Also all accounts
receivable and proceeds from above described
tank cars.

together with all accessories, parts and equipment now or hereafter affixed to the above described property, hereinafter called the Collateral, to secure the payment of Debtor's promissory note of even date herewith in the amount of

\$ 123,500.00-----, payable at the times and in the amounts therein provided to the order of the Secured Party, and any renewals thereof and also to secure any and all other liabilities, absolute or contingent, primary or secondary, due or to become due, now or at any time hereafter owing by the Debtor to the Secured Party.

1.2 The Collateral is bought or used primarily for Debtor's ☐ personal, family or household purposes, ☐ farming operations, ☒ business purposes. It will be permanently kept at _____ Denver _____

in _____, _____ Colorado _____
(County) (State)

1.3 If the Collateral is bought or used primarily for business purposes, Debtor's place of business is the address appearing in subsection 1.1.

1.4 ☒ The Collateral is not and will not be attached to real estate so as to become a fixture.

☐ The Collateral is or will be attached to real estate in _____, _____, so as to become a fixture.
(County) (State)

The real estate to which the Collateral is or may be attached is described as follows:

Section 2. Debtor warrants and covenants that:

2.1 Except for the security interest granted hereby, Debtor is the owner of the Collateral free from any lien, security interest or encumbrance and will defend the Collateral against the claims and demands of all persons whomsoever.

2.2 Debtor will not sell or offer to sell or otherwise transfer or dispose of the Collateral or any part thereof or any interest therein, or create or cause or permit to be created any lien, encumbrance or security interest in or upon any part thereof.

2.3 Debtor will keep the Collateral fully insured against loss or damage by fire, and such other hazards as Secured Party may from time to time require, with such deductible provisions, upon such terms, including loss payable and other endorsements, and in such company or companies as the Secured Party may approve; and he will immediately deliver all such insurance policies to the Secured Party, to be retained while any indebtedness hereby secured remains owing. The Secured Party shall hold all such policies in pledge to secure payment of the indebtedness hereby secured, with irrevocable authority to adjust any loss, receive and receipt for any sum payable, surrender any policy, discharge and release any insurer, endorse any loss or refund check or draft and, in general, exercise in the name of the Debtor or otherwise, any and all rights of the Debtor in respect thereto or in respect to the proceeds thereof.

2.4 Debtor will maintain the Collateral in good condition and repair and preserve the same against waste, loss, damage or depreciation in value other than by reasonable wear. Secured Party may enter any premises in which any of the Collateral may be kept at any reasonable time for the purpose of inspecting the same. Debtor will not permit any use of any of the Collateral in violation of any law or ordinance. Debtor will not, without the prior written consent of the Secured Party, cause or permit the Collateral or any part thereof to be taken outside the state where permanently located as agreed in Section 1.2 or to be used for hire or under lease.

DIRECT LOANS — INANIMATE PERSONAL PROPERTY OTHER THAN CROPS OR MOTOR VEHICLES.
DO NOT USE FOR SALES OF CONSUMER GOODS.

Signed before me December 1, 1984. My commission expires 8-21-85.

[Signature]
Notary Public

OREGON FIRST BANK
AFFILIATE OF MOORE FINANCIAL GROUP

COPY

G.L. No. _____

\$ 123,500.00 Portland , Oregon Date December 7, 1984

For value received, the undersigned, jointly and severally, promises to pay in lawful money of the United States of America to the order of OREGON FIRST BANK, a state chartered bank, at its Business Bankin Division, Main Branch, Portland, Oregon
One Hundred Twenty-three Thousand Five Hundred and No/100----- DOLLARS, (\$ 123,500.00-----), with interest from date until paid, in consecutive monthly instalments of not less than \$ 2,197.00----- in any one instalment together with the full amount of interest accrued on this note at the time of payment of each instalment. The first payment of principal and interest shall be made on January 15, 1985 , and a like payment shall be made on the fifteenth day of each month thereafter until December 15, 1991 , when the whole sum of principal and interest then unpaid shall be paid.

Interest shall accrue on the unpaid principal owing hereon at the rate of one percent per annum above the Bank of America Prime Rate in effect from time to time. Each change in said rate shall be determined and become effective as of adjusted quarterly

Interest shall be computed on the basis of a 365 day year or 366 day year, as applicable, and actual days elapsed.

Immediate credit of principal and interest payments to this loan account will be made when collected funds are tendered. The tender of uncollected funds may cause the payments to be credited to the loan account when funds become collected to this Bank.

If any of said instalments is not so paid, the whole sum of both principal and interest shall become immediately due and payable at the option of the holder of this note. If suit or action is instituted to collect this note, or any portion thereof, each of the undersigned, jointly and severally, promises to pay such additional sum as the trial court and any appellate court may adjudge reasonable as attorney fees in said suit or action, including any appeal therein, along with statutory costs and disbursements, and together with interest on all sums at the note rate from the date of judgment.

* Reference

Address 11710 N. E. Fargo Court

Portland, Oregon 97220

[Signature]
Juanita Rudeen

FLOATING RATE — INTEREST RATE ADJUSTMENT PERIODS — MONTHLY INSTALMENT
(Individual, Proprietorship, Partnership)

signed before me December 1, 1984. my commission expires 0-21-85.

[Signature]
Notary Public

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Portland, Oregon 97220

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